

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 19, 2006

Division: Engineering

Bulk Item: Yes X No

Department: Engineering

Staff Contact Person: David Koppel

AGENDA ITEM WORDING: Approval to enter into an agreement with Rudolph Krause to lease property on Ramrod Key for use as a temporary hurricane debris site, as needed.

ITEM BACKGROUND: Development of two debris sites used in 2005 has necessitated identifying new debris sites.

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: none

STAFF RECOMMENDATIONS: Approval as stated above.


TOTAL COST \$250 per acre used per day **BUDGETED:** Yes No

COST TO COUNTY: \$250 per acre per day **SOURCE OF FUNDS:**

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


David S. Koppel, PE, County Engineer

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

VEGETATIVE WASTE AND HURRICANE DEBRIS LEASE AGREEMENT

This Agreement is entered into this _____ day of _____, 2006, by and between Rudolph Krause, whose address is _____, hereafter Lessor, and MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereafter County, the Lessee.

In exchange for the mutual promises and consideration set forth below, the parties agree as follows:

1. The County, or its contractors, shall deliver hurricane debris to the Lessor's land site located at Mile Marker 27, 26351 Old State Road 4A, Ramrod Key, legal description: Section 31 Township 66 Range 29 Ramrod Key Pt Lot 1, (RE# 00114150-000000), for storage, if needed, due to a hurricane or disaster. Third parties authorized by the Lessee may also deliver vegetative waste and hurricane debris to the land site.
2. Upon execution of this lease, the Lessee must pay Lessor \$100.00 in consideration of reserving the Lessor's site for hurricane debris storage during the term described in paragraph six (6). When the land site is utilized to store hurricane debris, then the County must pay the Lessor \$250.00 per acre utilized per day for the period of time that debris is stored on the site. The Lessor consents to the presence of County employees at the Lessor's site for the purpose of monitoring its contractors.
3. The County may discontinue use of the site if, in its discretion, it determines that the storage site is no longer necessary. If the County discontinues use of the storage site, then the County will have no further obligation or liability to the Lessor except for the days actually used for the storage of debris. The County will, at its own expense, return the property to its original condition, as nearly as possible, and with the Lessor's approval.
4. The County stipulates that it is a state governmental agency as defined by Florida Statutes and has purchased suitable General Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to claims within the limitations of Florida

Statute 768.28 and 440, arising out of the activities governed by this agreement.

5. This Agreement may not be amended except through written amendment signed by both parties. July 19, 2006 to
6. The term of this agreement is from June 30, 2007 and shall continue from year to year unless specifically canceled by either party by providing at least 60 days prior written notice to the other party of their intent to cancel, subject to paragraph seven (7) of this Agreement.
7. Monroe County's obligation to pay under this agreement is contingent upon an annual funding appropriation by the Board of County Commissioners.
8. This written agreement represents the entire Agreement between the parties and supersedes any prior written documents or memoranda or oral communications.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Witness

Witness

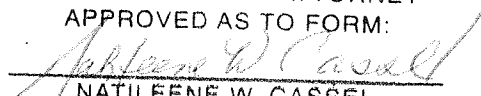
By: -----
Owner/Representative

(Seal)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Deputy Clerk

By: -----
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 6/27/06